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Modified:

**REQUEST FOR PROPOSALS
RADIO ADVERTISEMENT SERVICES
RFP SEW120894RY**

TABLE OF CONTENTS

| | |
|---|----------|
| INTRODUCTION..... | 3 |
| PROPOSAL..... | 3 |
| ACCEPTANCE..... | 3 |
| SECTION 1: GENERAL DESCRIPTION AND BACKGROUND | |
| (A) Request for Proposal..... | 4 |
| (B) Background | 4 |
| (C) Contract Period..... | 4 |
| SECTION 2: SCOPE OF WORK | |
| (A) Services..... | 5 |
| (B) Specific Requirements | 5 |
| (C) Administration of Program..... | 5 |
| SECTION 3: AGREEMENT REQUIREMENTS | |
| (A) MoDOT's Representative..... | 6 |
| (B) Release to Public | 6 |
| (C) Assignment..... | 6 |
| (D) Status as Independent Contractor..... | 6 |
| (E) Components of Agreement..... | 6 |
| (F) Amendments | 6 |
| (G) MBE/WBE Participation Encouraged | 6 |
| (H) Nondiscrimination..... | 7 |
| (I) Executive Order | 7 |
| (J) Incorporation of Provision Regarding Executive Order..... | 7 |
| (K) Non-employment of Unauthorized Aliens | 7 |
| (L) Proof of Lawful Presence for Sole Proprietorships and Partnerships..... | 8 |
| (M) Bankruptcy | 8 |
| (N) Law of Missouri to Govern | 8 |

| | |
|--------------------------------|---|
| (O) Cancellation | 8 |
| (P) Venue..... | 8 |
| (Q) Ownership of Reports..... | 8 |
| (R) Confidentiality..... | 9 |
| (S) Nonsolicitation..... | 9 |
| (T) Conflict of Interest | 9 |
| (U) Maintain Papers | 9 |
| (V) Indemnification..... | 9 |

SECTION 4: PROPOSAL SUBMISSION INFORMATION

| | |
|---|----|
| (A) SUBMISSION OF PROPOSALS | |
| (1) Pricing and Signature | 9 |
| (2) Submission of All Data Required | 10 |
| (3) Public Inspection..... | 10 |
| (4) Clarification of Requirements | 10 |
| (B) REQUIRED ELEMENTS OF PROPOSAL | |
| (1) Experience | 10 |
| (2) Personnel..... | 10 |
| (3) References | 10 |
| (C) EVALUATION CRITERIA AND PROCESS | |
| (1) Evaluation Factors | 10 |
| (2) Historic Information | 11 |
| (3) Responsibility to Submit Information..... | 11 |
| (D) PRICING | |
| Fee Schedule | 11 |

SECTION 5: PRICE PAGE

| | |
|-----------------------|----|
| (A) FEE SCHEDULE..... | 12 |
| EXHIBIT A | 13 |
| EXHIBIT B | 14 |

LIST OF ACRONYMS

| | |
|--------------|---------------------------------------|
| MoDOT | Missouri Department of Transportation |
| RFP | Request for Proposals |

INTRODUCTION

This Request for Proposal (**RFP**) seeks proposals from qualified organizations (**Offeror**) to furnish the described services to the Missouri Department of Transportation (**MoDOT**). A copy of the proposal must be mailed in a sealed envelope to Gloria Bunch, MoDOT, PO Box 220, Willow Springs, MO 65793, or hand-delivered in a sealed envelope to the Southeast Regional Office, 910 Old Springfield Road, Willow Springs, MO. Proposal must be returned to the Procurement Office no later than 10:00 am, February 9, 2012.

MoDOT reserves the right to reject any and all bids for any reason whatsoever. Time is of the essence for responding to the RFP within the submission deadlines.

PROPOSAL

- (1) The Offeror shall provide a fee proposal to MoDOT on the PRICE PAGE in accordance with the terms of this RFP.
- (2) The Offeror agrees to provide the services at the fees quoted, under the terms of this RFP.

Authorized Signature of Offeror: _____

Date of Proposal: _____

Printed or Typed Name: _____

Mailing Address: _____

City: _____ State: _____ Zip: _____

Telephone: _____ Fax: _____

Electronic Mail Address: _____

ACCEPTANCE

This proposal is accepted by MoDOT.

(Name and Title)

Date

SECTION 1 GENERAL DESCRIPTION AND BACKGROUND

(A) **Request for Proposal:** This document constitutes a RFP from qualified organizations to provide **Radio Public Service Announcement Services** for the Missouri Department of Transportation (**MoDOT**).

(B) **Background:** The Southeast Community Relations Department is responsible for communicating important information and marketing the MoDOT Arrive Alive programs to middle school, high school and college students within Southeast Missouri. These program activities include:

- Seat Belt Usage
- Distracted Driving
- Speeding
- Impaired Driving
- School & Bus Safety
- Motorcycle Safety
- Bicycling & Pedestrian Safety

We utilize a variety of avenues to accomplish these goals, including news releases, social media, publications, special events, the district internet web site, and radio advertising.

With this request for proposal, we are seeking radio advertising that meets the following criteria:

- Maximum station coverage within the following counties:

| | | | | | |
|-----------|--------------|----------------|----------------|------------|---------|
| Bollinger | Butler | Cape Girardeau | Carter | Douglas | Dunklin |
| Howell | Iron | Madison | Mississippi | New Madrid | Oregon |
| Ozark | Pemiscot | Perry | Reynolds | Ripley | Scott |
| Shannon | St. Francois | St. Genevieve | Stoddard Texas | Wayne | |
| Wright | | | | | |

- Ads must be a minimum of 30 seconds in length.
- Target listening hour preferably after school to promote all programs, featuring call-ins, trivia, timely information on current activities in the region, etc.
- Live name mentions.
- Promotional announcements.
- Web banners with MoDOT insignia and link.
- Station formats should include Top 40 hits and classic music selections. Formats should not be all talk, news or religious.
- Advertising must include a minimum 200 spots. These can be spread throughout the contract year.

(C) **Contract Period:** February 15, 2012 through February 28, 2013. Multiple awards will be made to obtain maximum coverage within both the eastern and western regions of the district.

SECTION 2 SCOPE OF WORK

- (A) **Services:** The Offeror shall be required to provide professional marketing services to promote awareness of the MoDOT Arrive Alive programs to middle school, high school and college age listening audiences within Southeast Missouri.
- (B) **Specific Requirements:** The Offeror will provide to the Southeast Procurement Unit a copy of a program proposal which will include the following:
1. Ad Campaign: Minimum of two-hundred 30-second radio spots to address varied programs such as Safety Belts, Speeding, Distracted Driving, Impaired Driving, Motorcycle Safety, School & Bus Safety, Bicycle & Pedestrian Safety, etc.
 - Indicate the total number of ads to be ran weekly. Specify the days and times of each radio spot.
 - Specify the county coverage and music format to be used in targeting the listening audience.
 - Identify the station's wattage output.
 - Attach a schedule suggesting the frequency and rotation of the Ad campaign.
 2. Talk Radio: Advise the number of opportunities for talk radio or live open interview segments which may be utilized to pass along public information.
 3. Closing Announcements: Specify the amount of liners to be provided adjacent to school and business closings on web pages.
 4. Partnership Incentives: Suggest the quantity of sponsorship mentions to be provided during weather and newscast reports, etc.
 5. Additional Considerations: Total project funds are limited to \$20,000. Multiple awards will be made to obtain maximum coverage within the 25 counties of the Southeast District. Innovative and cost efficient strategies are encouraged to reach students of various ages and listening formats.
 6. Invoicing Requirements: The Offeror shall submit one invoice for the entire project. *Indicate if a pre-paid discount is applicable.*
- (C) **Administration of Program:** The Offeror will consult MoDOT's representative regarding any problems involved with the administration of the services provided pursuant to this RFP.

SECTION 3 AGREEMENT REQUIREMENTS

This RFP shall be governed by the following contract provisions. The award of this RFP is subject to a post-award negotiated contract. These same contract provisions will appear in the post-award negotiated contract. If the parties are unable to agree to terms in the post-award contract, MoDOT shall reserve the right to cancel the award of the RFP and contract and select a different offeror.

- (A) **MoDOT's Representative:** Community Relations Specialist, Kelly Martin, is designated as MoDOT's representative for the purpose of administering the provisions of the Agreement as defined in Paragraph (E) of this section. MoDOT's representative may designate by written notice other persons having the authority to act on behalf of MoDOT in furtherance of the performance of the Agreement. The Offeror shall fully coordinate its activities for MoDOT with those of the Community Relations Specialist. As the work of the Offeror progresses, advice and information on matters covered by the Agreement shall be made available by the Offeror to the Community Relations Specialist throughout the effective period of the Agreement.
- (B) **Release to Public:** No material or reports prepared by the Offeror shall be released to the public without the prior consent of MoDOT's representative.
- (C) **Assignment:** The Offeror shall not assign or delegate any interest, and shall not transfer any interest in the services to be provided (whether by assignment, delegation, or novation) without the prior written consent of MoDOT's representative.
- (D) **Status as Independent Contractor:** The Offeror represents itself to be an independent contractor offering such services to the general public and shall not represent itself or its employees to be an employee of MoDOT. Therefore, the Offeror shall assume all legal and financial responsibility for taxes, FICA, employee fringe benefits, workers compensation, employee insurance, minimum wage requirements, overtime, or other such benefits or obligations.
- (E) **Components of Agreement:** The Agreement between MoDOT and the Offeror shall consist of: the RFP and any written amendments thereto, the proposal submitted by the Offeror in response to the RFP and the post-award contract agreement signed between the parties. However, MoDOT reserves the right to clarify any relationship in writing and such written clarification shall govern in case of conflict with the applicable requirements stated in the RFP or the Offeror's proposal. The Offeror is cautioned that its proposal shall be subject to acceptance by MoDOT without further clarification.
- (F) **Amendments:** Any change in the Agreement, whether by modification or supplementation, must be accompanied by a formal contract amendment signed and approved by the duly authorized representative of the Offeror and MoDOT.
- (G) **MBE/WBE Participation Encouraged:**
1. Offerors are encouraged to submit copies of existing affirmative action programs, if any. Offerors are also encouraged to directly hire minorities and women as direct employees of the Offerors.
 2. Offerors are encouraged to obtain minority business enterprise (MBE) and women business enterprise (WBE) participation in this work through the use of subcontractors, suppliers, joint ventures, or other arrangements that afford meaningful participation for M/WBEs. Offerors are encouraged to obtain 10% MBE and 5% WBE participation.

3. Regardless of which persons or firms, if any, that the Offeror may use as subcontractors or suppliers of goods or services for the services to be provided, the Offeror ultimately remains responsible and liable to MoDOT for the complete accurate and professional quality/performance of these services.
- (H) **Nondiscrimination:** The Offeror shall comply with all state and federal statutes applicable to the Offeror relating to nondiscrimination, including, but not limited to, Chapter 213, RSMo; Title VI and Title VII of Civil Rights Act of 1964 as amended (42 U.S.C. Sections 2000d and 2000e, *et seq.*); and with any provision of the “Americans with Disabilities Act” (42 U.S.C. Section 12101, *et seq.*).
- (I) **Executive Order:** The Offeror shall comply with all the provisions of Executive Order 07-13, issued by the Honorable Matt Blunt, Governor of Missouri, on the sixth (6th) day of March, 2007. This Executive Order, which promulgates the State of Missouri’s position to not tolerate persons who contract with the state engaging in or supporting illegal activities of employing individuals who are not eligible to work in the United States, is incorporated herein by reference and made a part of this Agreement.
1. By signing this Agreement, the Offeror hereby certifies that any employee of the Offeror assigned to perform services under the contract is eligible and authorized to work in the United States in compliance with federal law.
 2. In the event the Offeror fails to comply with the provisions of the Executive Order 07-13, or in the event MoDOT has reasonable cause to believe that the Offeror has knowingly employed individuals who are not eligible to work in the United States in violation of federal law, MoDOT reserves the right to impose such contract sanctions as it may determine to be appropriate, including but not limited to contract cancellation, termination or suspension in whole or in part or both.
- (J) **Incorporation of Provisions:** The Offeror shall include the provisions of Section (3), paragraph I of this Agreement in every subcontract. The Offeror shall take such action with respect to any subcontract as MoDOT may direct as a means of enforcing such provisions, including sanctions for noncompliance.
- (K) **Non-employment of Unauthorized Aliens:** Pursuant to Section 285.530, RSMo., no business entity or employer shall knowingly employ, hire for employment, or continue to employ an unauthorized alien to perform work within the State of Missouri. As a condition for the award of any contract or grant in excess of five thousand dollars by the State or by any political subdivision of the State to a business entity, or for any business entity receiving a state-administered or subsidized tax credit, tax abatement, or loan from the state, the business entity shall:
1. By sworn affidavit and provision of documentation, affirm its enrollment and participation in a federal work authorization program with respect to the employees working in connection with the contracted services. E-Verify is an example of a federal work authorization program. The business entity must affirm its enrollment and participation in the E-Verify federal work authorization program with respect to the employees proposed to work in connection with the services requested herein by providing acceptable enrollment and participation

documentation consisting of a **completed** copy of the E-Verify Memorandum of Understanding (MOU). For business entities that are not already enrolled and participating in a federal work authorization program, E-Verify is available at http://www.dhs.gov/xprevprot/programs/gc_1185221678150.shtm.

2. By sworn affidavit, affirm that it does not knowingly employ any person who is an unauthorized alien in connection with the contracted services. A copy of the affidavit referenced herein is provided within this document, attached as **Exhibit A**.
- (L) **Proof of Lawful Presence For Sole Proprietorships and Partnerships:** If the business entity is a sole proprietorship or partnership, pursuant to Section 208.009, RSMo., each sole proprietor and each general partner shall provide affirmative proof of lawful presence in the United States. Such sole proprietorship or partnership is eligible for temporary public benefits upon submission by each sole proprietor and general partner of a sworn affidavit of his/her lawful presence on the United States until such lawful presence is affirmatively determined, or as otherwise provided by Section 208.009, RSMo. A copy of the affidavit reference herein is provided within this document, attached as **Exhibit B**.
- (M) **Bankruptcy:** Upon filing for any bankruptcy or insolvency proceeding by or against the Offeror, whether voluntarily, or upon the appointment of a receiver, Offeror, or assignee, for the benefit of creditors, MoDOT reserves the right and sole discretion to either cancel the Agreement or affirm the Agreement and hold the Offeror responsible for damages.
- (N) **Law of Missouri to Govern:** The Agreement shall be construed according to the laws of the state of Missouri. The Offeror shall comply with all local, state and federal laws and regulations relating to the performance of the Agreement.
- (O) **Cancellation:** MoDOT may cancel the Agreement at any time for a material breach of contractual obligations or for convenience by providing the Offeror with written notice of cancellation. Should MoDOT exercise its right to cancel the Agreement for such reasons, cancellation will become effective upon the date specified in the notice of cancellation sent to the Offeror.
- (P) **Venue:** No action may be brought by either party concerning any matter, thing or dispute arising out of or relating to the terms, performance, nonperformance or otherwise of the Agreement except in the Circuit Court of Cole County, Missouri. The parties agree that the Agreement is entered into at Jefferson City, Missouri, and substantial elements of its performance will take place at or be delivered to Jefferson City, Missouri, by reason of which the Offeror consents to venue of any action against it in Cole County, Missouri.
- (Q) **Ownership of Reports:** All documents, reports, exhibits, etc. produced by the Offeror at the direction of MoDOT's representative and information supplied by MoDOT's representative shall remain the property of MoDOT.

- (R) **Confidentiality:** The Offeror shall not disclose to third parties confidential factual matters provided by MoDOT's representative except as may be required by statute, ordinance, or order of court, or as authorized by MoDOT's representative. The Offeror shall notify MoDOT immediately of any request for such information.
- (S) **Nonsolicitation:** The Offeror warrants that it has not employed or retained any company or person, other than a bona fide employee working for the Offeror, to solicit or secure the Agreement, and that it has not paid or agreed to pay any percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of the Agreement. For breach or violation of this warranty, MoDOT shall have the right to annul the Agreement without liability, or in its discretion, to deduct from the Agreement price or consideration, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.
- (T) **Conflict of Interest:** The Offeror covenants that it presently has no actual conflict of interest or appearance of conflict of interest and shall not acquire any interest, directly or indirectly, which would conflict in any manner or degree with the performance of the services under this Agreement. The Offeror further covenants that no person having any such known interest shall be employed or conveyed an interest, directly or indirectly, in this Agreement.
- (U) **Maintain Papers:** The Offeror must maintain all working papers and records relating to the Agreement. These records must be made available at all reasonable times at no charge to MoDOT and/or the Missouri State Auditor during the term of the Agreement and any extension thereof, and for three (3) years from the date of final payment made under the Agreement.
1. MoDOT's representative shall have the right to reproduce and/or use any products derived from the Offeror's work without payment of any royalties, fees, etc.
 2. MoDOT's representative shall at all times have the right to audit any and all records pertaining to the services.
- (V) **Indemnification:** The Offeror shall defend, indemnify and hold harmless MoDOT and the Commission, including its members and department employees, from any claim or liability whether based on a claim for damages to real or personal property or to a person for any matter relating to or arising out of the Offeror's performance of its obligations under this Agreement.

SECTION 4 PROPOSAL SUBMISSION INFORMATION

(A) SUBMISSION OF PROPOSALS

1. **Pricing and Signature:** Proposals should be priced, signed and returned (with necessary attachments) to Gloria Bunch, Missouri Department of Transportation, PO Box 220, Willow Springs, MO 65793 as provided in this RFP. Specifically,

any form containing a signature line in this RFP and any amendments, pricing pages, etc., must be manually signed and returned as part of the proposal.

2. **Submission of All Data Required:** The Offeror must respond to this RFP by submitting all data required in paragraph (B) below for its proposal to be evaluated and considered for award. Failure to submit such data shall be deemed sufficient cause for disqualification of a proposal from further consideration.
3. **Public Inspection:** The Offeror is hereby advised that all proposals and the information contained in or related thereto shall be open to public inspection and that MoDOT does not guarantee nor assume any responsibility whatsoever in the event that such information is used or copied by individual person(s) or organization. Therefore, the Offeror must submit its proposal based on such conditions without reservations.
4. **Clarification of Requirements:** Any and all questions regarding specifications, requirements, competitive procurement process, or other questions must be directed to Gloria Bunch, Missouri Department of Transportation, P O Box 220, Willow Springs, MO, 65793, (417) 469-6256.

(B) REQUIRED ELEMENTS OF PROPOSAL

1. **Experience.** The proposal must clearly identify the Offeror's experience in offering the services requested in this RFP during the past three (3) years. The description should include a list of the agencies which your institution has served or currently serves.
2. **Personnel.** Please indicate the name, location, telephone number, fax number and email address of the primary contact person for the Offeror. Information presented in this section should highlight the previous Offeror experience, as well as any work with other state agencies or local governments in Missouri. Offeror must furnish a complete listing of each subOfferor, if any, and complete contact information for that subOfferor.
3. **References.** Proposals should indicate the name, title and telephone number of at least three officials of clients within the past three years.

(C) EVALUATION CRITERIA AND PROCESS

1. **Evaluation Factors:** Any agreement for services resulting from this RFP shall be awarded to the Offeror(s) providing the best proposal to MoDOT. Multiple awards will be made to obtain maximum coverage for all 25 counties within the Southeast District. After determining responsiveness, proposals will be evaluated in accordance with the following criteria:

- A. Experience, Expertise and Reliability
- B. Proposed Method of Performance
- C. Cost, Fees and Expenses
- D. Ability to Target Students of Various Ages and Listening Formats
- E. County Coverage Provided by Station
- F. Wattage Output of Station
- G. Overall Clarity and Quality of Proposal

2. **Historic Information:** MoDOT reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, question and answer conferences, references, or other sources, in the evaluation process.

3. **Responsibility to Submit Information:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that MoDOT's representative is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure of the Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

(D) PRICING

1. **Fee Schedule:** The Offeror must submit a proposed fee for all services defined in the Scope of Work. This fee must be shown on Section (5), Price Page, of this proposal which must be completed, signed and returned with the Offeror's proposal.

SECTION 5
PRICE PAGE

(A) FEE SCHEDULE:

The Offeror shall indicate below all fees for providing services in accordance with the provisions and requirements stated herein:

PSA Campaign \$ _____

Talk Radio Opportunities \$ _____

Partnership Incentives \$ _____

Guaranteed
Not-To-Exceed Total Price \$ _____

STATE OF _____)
) ss
COUNTY OF _____)

• I, the Affiant, am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 285.530, RSMo, to enter into any contract agreement with the state to perform any job, task, employment, labor, personal services, or any other activity for which compensation is provided, expected, or due, including but not limited to all activities conducted by business entities.

- I, the Affiant, hereby affirm and warrant that the aforementioned business entity is enrolled in a federal work authorization program operated by the United States Department of Homeland Security, and the aforementioned business entity shall participate in said program to verify the employment eligibility of newly hired employees working in connection with any services contracted by the Missouri Highways and Transportation Commission (MHTC). I have attached documentation to this affidavit to evidence enrollment/participation by the aforementioned business entity in a federal work authorization program, as required by Section 285.530, RSMo.

- I, the Affiant, also hereby affirm and warrant that the aforementioned business entity does not and shall not knowingly employ, in connection with any services contracted by MHTC, any alien who does not have the legal right or authorization under federal law to work in the United States, as defined in 8 U.S.C. § 1324a(h)(3).

- I, the Affiant, am aware and recognize that, unless certain contract and affidavit conditions are satisfied pursuant to Section 285.530, RSMo, the aforementioned business entity may be held liable under Sections 285.525 through 285.550, RSMo, for subcontractors that knowingly employ or continue to employ any unauthorized alien to work within the state of Missouri.

- I, the Affiant, acknowledge that I am signing this affidavit as a free act and deed of the aforementioned business entity and not under duress.

Affiant Signature

Subscribed and sworn to before me in _____, _____, the day and year first above-written.
city (or county) state

Notary Public

My commission expires:

[documentation of enrollment/participation in a federal work authorization program attached]

APPLICANT AFFIDAVIT FOR SOLE-PROPRIETORSHIP OR PARTNERSHIP

(a separate affidavit is required for each owner and general partner)

STATE OF _____)
) ss
COUNTY OF _____)

On this _____ day of _____, 20____, before me appeared _____, personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is subscribed to the within instruments, who being by me duly sworn, deposed as follows:

My name is _____, and I am of sound mind, capable of making this affidavit, and personally certify the facts herein stated, as required by Section 208.009, RSMo, for failure to provide affirmative proof of lawful presence in the United States of America:

I am the _____ of _____, which is applying for a public benefit (grant, contract, and/or loan) administered/provided by the Missouri Highways and Transportation Commission (MHTC), acting by and through the Missouri Department of Transportation (MoDOT).

I am classified by the United States of America as: (check the applicable box)

☐ a United States citizen. ☐ an alien lawfully admitted for permanent residence.

I am aware that Missouri law provides that any person who obtains any public benefit by means of a willfully false statement or representation, or by willful concealment or failure to report any fact or event required to be reported, or by other fraudulent device, shall be guilty of the crime of stealing pursuant to Section 570.030, RSMo, which is a Class C felony for stolen public benefits valued between \$500 and \$25,000 (punishable by a term of imprisonment not to exceed 7 years and/or a fine not more than \$5,000 – Sections 558.011 and 560.011, RSMo), and is a Class B felony for stolen public benefits valued at \$25,000 or more (punishable by a term of imprisonment not less than 5 years and not to exceed 15 years – Section 558.011, RSMo).

I recognize that, upon proper submission of this sworn affidavit, I will only be eligible for temporary public benefits until such time as my lawful presence in the United States is determined, or as otherwise provided by Section 208.009, RSMo.

I understand that Missouri law requires MHTC/MoDOT to provide assistance in obtaining appropriate documentation to prove citizenship or lawful presence in the United States, and I agree to submit any requests for such assistance to MHTC/MoDOT in writing.

I acknowledge that I am signing this affidavit as a free act and deed and not under duress.

Affiant Signature

Affiant's Social Security Number or
Applicable Federal Identification Number

Subscribed and sworn to before me this _____ day of _____, 20_____.

Notary Public

My commission expires: